

CS-22-0414

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
GM3297  
CM3268

## GENERAL INFORMATION

Requesting Department: Facilities Maintenance  
Contact Person: Evelyn Burton / Tony Lombardi  
Telephone: 904-530-6125 Fax: 904 879-3751 Email: eburton@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Consolidated Water Group LLC  
Address: 44 SE 1st Ave #311 Ocala FL 34471  
City State Zip  
Contractor's Administrator Name: JD Sullivan Title: VP, Commercial Services  
Telephone: 479-601-3420 Fax: ( ) Email: jdsullivan@culliganflorida.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: JD Sullivan  
Authorized Signatory Email: jdsullivan@culliganflorida.com

## CONTRACT INFORMATION

Contract Name: Jail & Detention Center Water Treatment & Maintenance  
Description: Monthly test if water hardness; check for proper functionality of injection pumps; levels of NSF approved product & monitor proper operation of water softener system. Provide salt on an as needed basis.  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: Approx \$18,780 for initial year, w/two 1-year renewal options for a potential contract total of \$56,340 - FY2023  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other \_\_\_\_\_ Account: 01072523-546000

Authorized Signatory: Jeff Gray

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 9/30/2023 Termination/Cancellation: 30 days

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

## If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Doug Podiak 9/21/2022  
Department Head/Contract Manager Date
  2. James Helms 9/22/2022  
Procurement Date
  3. Chris Lacambra 9/28/2022 <sup>JP</sup>  
Office of Mgmt & Budget Date 9/22/2022
  4. Denise C. May 9/29/2022  
County Attorney Date
- 9/26/2022

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Taco E. Popey AICP 9/29/2022  
County Manager Date

**CONTRACT FOR WATER TREATMENT & MAINTENANCE SERVICES**

THIS CONTRACT entered into on \_\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **Consolidated Water Group LLC**, located at 44 SE 1<sup>st</sup> Ave #311, Ocala, Florida, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received bids for water treatment and maintenance services, on July 13, 2022 at 10:00 AM; and

**WHEREAS**, the Director of Procurement has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor’s Response Price Sheet is attached hereto as Attachment “A” and made a part hereof; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

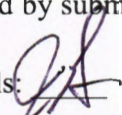
**SECTION 1. Description of Services and/or Materials to be Provided**

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

**SECTION 2. Receiving/Payment/Invoicing**

**No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [tconley@nassaucountyfl.com](mailto:tconley@nassaucountyfl.com). Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission

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of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

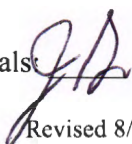
**SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

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Revised 8/12/2022

**SECTION 7. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 8. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 10. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment & Subcontracting**

The Vendor will not be permitted to assign its Contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

**SECTION 12. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 13. Termination for Default**

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The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

**SECTION 14. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

**SECTION 15. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

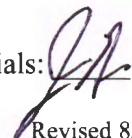
**SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*.

**SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and

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Revised 8/12/2022

materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 19. Period of Contract/Option to Extend or Renew**

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on September 30, 2023. The performance period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. Indemnification and Insurance**

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Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

**SECTION 23. Dispute Resolution**

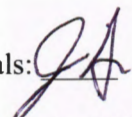
The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County’s interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by Vendor during the term of this Agreement to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the Work (under this Agreement), Vendor must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

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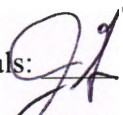
**SECTION 25. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 26. Request for Records; Noncompliance**

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A request to inspect or copy public records relating to a public agency’s contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

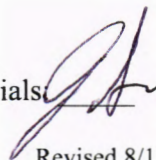
A notice complies with subparagraph (b), if it is sent to the public agency’s custodian of public records and to the Vendor at the Vendor’s address listed on its Contract with the public agency or to the Vendor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the

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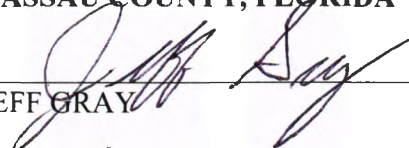
existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Entire Agreement**

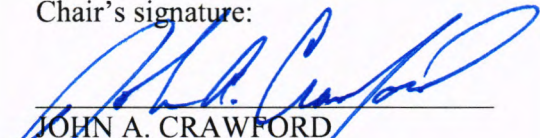
The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

  
\_\_\_\_\_  
JEFF GRAY  
By: Jeff Gray  
Its: Chairman  
Date: 11-14-22

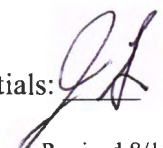
Attest as to authenticity of the  
Chair's signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May  
\_\_\_\_\_  
DENISE C. MAY

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Revised 8/12/2022

Contract No.: CM3268  
~~EM5237~~

**CONSOLIDATED WATER GROUP  
LLC**

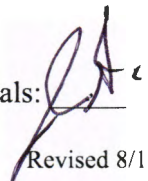
JD Sullivan

By: JD Sullivan

Its: VP, Commercial & Industrial Services

Date: 10/3/2022

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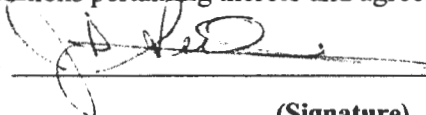
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ATTACHMENT "A"

**RESPONSE PRICE SHEET**

<p><b><u>Monthly Service</u></b>  <u>will include the following:</u></p> <ul style="list-style-type: none"> <li>• Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.</li> </ul> <p style="text-align: right;"><b>TOTAL \$ 215.00</b> _____</p>
<p><b><u>Bi-Weekly Service</u></b>  <u>will include the following:</u></p> <ul style="list-style-type: none"> <li>• Vendor shall provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis; however, quote should be for the full term bi-weekly.</li> </ul> <p style="text-align: right;"><b>TOTAL \$ 1350.00</b> _____</p>

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By:  \_\_\_\_\_  
(Signature)

JD Sullivan  
(Above name printed or typed)

Company: Consolidated Water Group LLC

Address: 44 SE 1st Ave #311

City, State, Zip: Ocala, FL 34471

Phone #: 479-601-3420

E-mail: jdsullivan@culliganflorida.com



**NASSAU COUNTY  
FACILITIES MAINTENANCE DEPARTMENT**  
45195 Musselwhite Road - Callahan, FL 32011

**SCOPE OF WORK**

**Nassau County Detention Center Water Treatment & Maintenance**

**Summary:**

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide Jail and Detention Center Water Treatment and Maintenance on a monthly basis.

Services to be performed at the Nassau County Jail and Detention Center located at 76212 Nicholas Cuthina Drive, Yulee, FL, 32097

Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.

Vendor shall also provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis, however quote should be for the full term bi-weekly

Due to the facility being a high security area, all technicians that will work in the facility must pass a background check and all tools need to be always secured and accounted for. The vendor will have to schedule all services two (2) weeks in advance with the Jail Facilities staff. All work must be done in a clean and orderly fashion.

Deliveries are to be made to 76212 Nicholas Cuthina Dr., Yulee, FL, 32097.

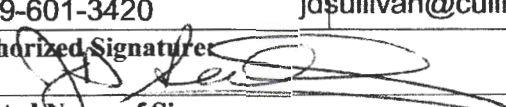


# INVITATION TO BID

## NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Jail and Detention Center Water Treatment and Maintenance	
<b>Solicitation Number:</b> NC22-010-ITB	<b>Project/Contract Duration:</b> One (1) Year with 2 – 1 year renewal options.
<b>Requesting Department:</b> Facilities Maintenance Department	<b>Procurement Contact:</b> Thomas O'Brien tobrien@nassaucountyfl.com
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Response Due Date and Opening Date/Time:</b> Wednesday July 13 <sup>th</sup> , 2022 @ 10:00 AM EST	
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> Monday June 27 <sup>th</sup> , 2022 @ 4:00 PM EST
<b>Location of Response Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b> Consolidated Water Group LLC.		
<b>Business Address:</b> 44 SE 1st Ave #311, Ocala FL 34471		
<b>Phone Number:</b> 479-601-3420	<b>Email:</b> jdsullivan@culliganflorida.com	<b>FL License Number:</b>
<b>Authorized Signature:</b> 		<b>Date:</b> 7/11/22
<b>Printed Name of Signer:</b> JD Sullivan		<b>Title:</b> V.P. Commercial Services

### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)**



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

John Martin  
Aaron C. Bell  
Jeff Gray  
Thomas R. Ford  
Klynt Farmer

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Amelia Island  
Dist. No. 3 Yulee  
Dist. No. 4 Bryceville/Hilliard  
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

TACO E. POPE, AICP  
County Manager

## E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Jail Water Maintenance

Bid No./Contract No.: NC22-010-ITB

### **DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

**(904) 530-6100**

***An Affirmative Action / Equal Opportunity Employer***



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## My Company Account

# My Company Profile

## Company Information

**Company Name**

Consolidated Water Group, LLC

**Company ID**

588944

**Employer ID Number**

900598292

**DUNS Number**

040812394

**NAICS Code**

561

**Subsector**

Administrative and Support Services

**Doing Business As (DBA)**

Culligan

**Enrollment Date**

Aug 07, 2012

**Unique Entity Identifier (UEI)**

---

**Total Number of Employees**

100 to 499

**Sector**

Administrative and Support and Waste Management and Remediation Services

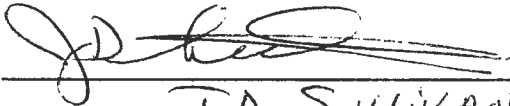
EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that CONSOLIDATED WATER (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of CONSOLIDATED WATER (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.



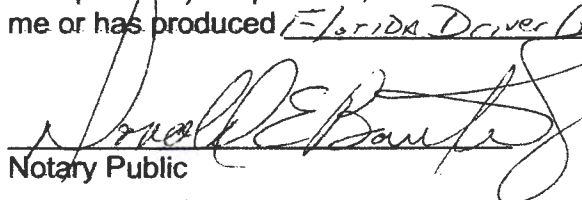
Print Name: JD SULLIVAN

Date: 7/11/22

STATE OF FLORIDA

COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7/11/2022 (Date) by John D. Sullivan (Name of Officer or Agent, Title of Officer or Agent) of CONSOLIDATED WATER GROUP (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.

  
Notary Public

DONALD E. BARITEAU JR.  
Printed Name

Donald E. Bariteau Jr.  
Notary Public  
State of Florida  
My Commission Expires 07/17/2025  
Commission No. HH 135966

My Commission Expires: 7-17-2025

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Consolidated Water Group (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]  
Print Name: J D SULLIVAN  
Date: 7/11/22

STATE OF FLORIDA  
COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 7-11-2022 (Date) by JOHN D. SULLIVAN (Name of Officer or Agent, Title of Officer or Agent) of Consolidated Water Group (Name of Contractor Company Acknowledging), a FLORIDA (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced FLORIDA DRIVER LICENSE as identification.

[Signature]  
Notary Public  
DONALD E. BARITEAU JR  
Printed Name

Donald E. Bariteau Jr  
Notary Public  
State of Florida  
My Commission Expires 07/17/2025  
Commission No. HH 135966

My Commission Expires: 7-17-2025

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CBIZ Weekes &amp; Callaway</b> <b>3945 West Atlantic Avenue</b> <b>Delray Beach, FL 33445</b> <b>561 278-0448</b>	<b>CONTACT NAME:</b> Jackie Robinson <b>PHONE (A/C, No, Ext):</b> 561 278-0448 <b>E-MAIL ADDRESS:</b> Jackie.robinson@cbiz.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B : Travelers Prop. Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety</td> <td>19038</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Charter Oak Fire Insurance Co.	25615	INSURER B : Travelers Prop. Cas. Co. of America	25674	INSURER C : Travelers Casualty and Surety	19038	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Travelers Casualty and Surety	19038														
INSURER D :															
INSURER E :															
INSURER F :															

**INSURED**  
**Consolidated Water Group LLC**  
**3207 W Tharpe Street**  
**Tallahassee, FL 32303**

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PD Ded:5,000</b> <input checked="" type="checkbox"/> <b>Bikt AI/Bikt WOS</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	Y6306T763899COF22	08/02/2022	08/02/2023	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	8106T7624972214G  LIGHT TRUCK MEDIUM TRUCK HEAVY TRUCK	08/02/2022	08/02/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>COMP/COLEIP</b> \$ <b>10,000</b>
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	X	X	CUP7T5670992214	08/02/2022	08/02/2023	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		UB6T7988872214G	08/02/2022	08/02/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

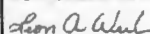
## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Florida  
 96135 Nassau Place  
 Yulee, FL 32097

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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### Requisition Form

### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1  
Yulee, FL 32097

VENDOR NAME/ADDRESS
Consolidated Water Group LLC 44 SE 1st Ave #311 Ocala, FL 34471

DEPARTMENT
Facilities Maintenance

REQUESTED BY
Evelyn Burton / Tony Lombardi

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD FORM ENCLUMBER ONLY	CONTRACT NO.
	Water Treatment & Maint	01072523-546000		Encumber Contract	CM3237
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
1	Jail & Detention Center monthly test of water	1.00	\$ 18,780.00	\$ 18,780.00	
	hardness, proper functionality of injection pump,			\$ 0.00	
	levels of NSF approved polyphosphate, and			\$ 0.00	
	monitoring proper operation of water softener			\$ 0.00	
	system. Provide salt on an as needed basis			\$ 0.00	
				\$ 0.00	
	Contract No. CM3237			\$ 0.00	
	Contract Term: 1-year initial term beginning			\$ 0.00	
	October 1, 2022 with two 1-year renewal options			\$ 0.00	
	Year 1 - \$18,780.00			\$ 0.00	
	Option Year 2 - \$18,780.00			\$ 0.00	
	Option Year 3 - \$18,780.00			\$ 0.00	
	Potential contract total - \$56,340.00			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE  
COPY - DEPARTMENT

Shipping \$ 0.00  
Total \$ 18,780.00

**Department Head**

*I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.*

Doug Podiak 9/21/2022

**Office of Management and Budget**

*I attest that, to the best of my knowledge, funds are available for payment.*

Chris Lacambra 9/28/2022

**Procurement Director**

*I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.*

Annex Roberts 9/22/2022

**County Manager**

*I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.*

Taco E. Pope AICP 9/29/2022

Clerk: SB  
10/3/2022

## Certificate Of Completion

Envelope Id: 6CC0E0BB965349C8A6E99F42AA462ADA Status: Completed  
 Subject: Please DocuSign: CM3237 - Consolidated Water Group - Water Treatment & Maintenance. - \$56340.00  
 Source Envelope:  
 Document Pages: 22 Signatures: 11 Envelope Originator:  
 Certificate Pages: 6 Initials: 13 Evelyn Burton  
 AutoNav: Enabled eburton@nassaucountyfl.com  
 Envelope Stamping: Enabled IP Address: 50.238.237.26  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


## Record Tracking

Status: Original 9/21/2022 12:57:48 PM	Holder: Evelyn Burton eburton@nassaucountyfl.com	Location: DocuSign
Status: Original 10/3/2022 5:03:48 PM	Holder: Marshall Eyerman MEyerman@nassaucountyfl.com	Location: DocuSign

## Signer Events

Doug Podiak  
 dpodiak@nassaucountyfl.com  
 Facilities Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

## Signature


  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

## Timestamp

Sent: 9/21/2022 1:17:38 PM  
 Viewed: 9/21/2022 3:30:32 PM  
 Signed: 9/21/2022 3:31:46 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign


Lanaee Gilmore  
 lgilmore@nassaucountyfl.com  
 Procurement Director  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 9/21/2022 3:31:50 PM  
 Viewed: 9/22/2022 11:29:43 AM  
 Signed: 9/22/2022 11:29:53 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign


Tracy Poore  
 tpore@nassaucountyfl.com  
 OMB Admin  
 Nassau County BOCC  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 9/22/2022 11:29:57 AM  
 Viewed: 9/22/2022 1:49:36 PM  
 Signed: 9/22/2022 1:53:14 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Abigail Jorandby  
 ajorandby@nassaucountyfl.com  
 Assistant County Attorney  
 Nassau BOCC  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 50.238.237.26

Sent: 9/26/2022 3:52:06 PM  
 Viewed: 9/26/2022 4:15:41 PM  
 Signed: 9/26/2022 4:17:37 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>chris lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/26/2022 3:52:07 PM Viewed: 9/28/2022 4:54:02 PM Signed: 9/28/2022 4:54:10 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/28/2022 4:54:15 PM Viewed: 9/28/2022 4:55:26 PM Signed: 9/29/2022 8:42:40 AM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 9/29/2022 8:42:44 AM Viewed: 9/29/2022 9:17:05 AM Signed: 9/29/2022 9:17:13 AM</p>
<p>JD Sullivan jdsullivan@culliganflorida.com VP, Commerical &amp; Industrial Services Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>JD Sullivan</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 96.59.145.162</p>	<p>Sent: 9/29/2022 9:17:19 AM Viewed: 10/1/2022 9:58:09 AM Signed: 10/3/2022 11:56:33 AM</p>
<p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/1/2022 9:58:09 AM ID: ca11bea3-617e-43c0-9b0c-4df4a25bb9ef</p>		
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 10/3/2022 11:56:38 AM Viewed: 10/3/2022 5:02:50 PM Signed: 10/3/2022 5:03:20 PM</p>
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>



**Carbon Copy Events****Status****Timestamp**

Evelyn Burton  
 eburton@nassaucountyfl.com  
 Procurement  
 Nassau County BOCC

**COPIED**

Sent: 10/3/2022 5:03:48 PM  
 Viewed: 10/3/2022 5:03:48 PM  
 Signed: 10/3/2022 5:03:48 PM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Clerk Admin  
 ClerkServices@nassaucountyfl.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/3/2022 5:03:26 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

RLS Distro  
 RLSDistribution@nassaucountyfl.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/3/2022 5:03:30 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Procurement Staff  
 procurementstaff@nassaucountyfl.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 10/3/2022 5:03:34 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/11/2022 4:06:53 PM  
 ID: 70ba6b9d-4524-4116-9685-dc2e1d625e39

Tammy Conley  
 tconley@nassaucountyfl.com  
 Nassau County BOCC

**COPIED**

Sent: 10/3/2022 5:03:38 PM  
 Viewed: 10/4/2022 7:12:31 AM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	9/21/2022 1:17:38 PM
Certified Delivered	Security Checked	10/3/2022 5:02:50 PM
Signing Complete	Security Checked	10/3/2022 5:03:20 PM
Completed	Security Checked	10/3/2022 5:03:38 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

**To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

YULEE, FLORIDA  
July 13 2022

Pursuant to the advertisement, Invitation to Bid (ITB) was received for "**Nassau County Jail and Detention Water Treatment and Maintenance**" - Bid No. **NC22-010.**" Proof of publication was present. The Invitation to Bid (ITB) was due and opened at 10:00 a.m. on July 13, 2022, by Thomas O'Brian, Procurement Specialist and Heather Nazworth, Deputy Clerk, at the Robert M. Foster Justice Center, 76347 Veteran's Way, Yulee, Florida.

**Consolidated Water Group LLC**

44 SE 1<sup>st</sup> Ave #311  
Ocala, Florida 34471

Bid Received: 07/12/2022 at 3:57 P.M via Planet Bid

**Total Base Bid: \$215.00 Monthly Service**  
**\$1,350.00 Bi-Weekly Service**



# INVITATION TO BID

## NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

<b>Solicitation Title:</b> Jail and Detention Center Water Treatment and Maintenance	
<b>Solicitation Number:</b> NC22-010-ITB	<b>Project/Contract Duration:</b> One (1) Year with 2 – 1 year renewal options.
<b>Requesting Department:</b> Facilities Maintenance Department	<b>Procurement Contact:</b> Thomas O'Brien tobrien@nassaucountyfl.com
<b>Contact Address:</b> 96135 Nassau Place, Suite 2 Yulee, Florida 32097	<b>Contact Information:</b> procurement@nassaucountyfl.com
<b>Response Due Date and Opening Date/Time:</b> Wednesday July 13 <sup>th</sup> , 2022 @ 10:00 AM EST	
<b>Pre-Bid Date/Time:</b> N/A	<b>Deadline for Questions:</b> Monday June 27 <sup>th</sup> , 2022 @ 4:00 PM EST
<b>Location of Response Opening:</b> Robert M. Foster Justice Center, 76347 Veterans Way, Second Floor, Yulee, Florida 32097	

In accordance with the intent and content of this solicitation, we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's vendor list, or other remedies available to the County under the laws of the State of Florida.

<b>Legal Name of Respondent:</b>		
<b>Business Address:</b>		
<b>Phone Number:</b>	<b>Email:</b>	<b>FL License Number:</b>
<b>Authorized Signature:</b>		<b>Date:</b>
<b>Printed Name of Signer:</b>		<b>Title:</b>

### General Instructions/Declarations

1. Bid results will be available pursuant to Florida Statute 119.071(b).
2. Bids must be submitted on the forms furnished by the County within this solicitation, unless otherwise specified below.
3. This page must be completed and returned as the top sheet of any response submitted.
4. It is the intent and purpose of Nassau County that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Department via the County's electronic bidding platform if, in the Bidder's opinion, any language, requirements, etc. inadvertently restricts or limits competition. Such notification must be submitted via the County's electronic bidding platform and must be received by the Procurement Department no later than the Deadline for Questions date and time stated above.

**(THIS PAGE MUST BE RETURNED WITH YOUR RESPONSE)**

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## SECTION A. INTRODUCTION AND GENERAL INFORMATION

**A1.** Summary:

The Nassau County Board of County Commissioners (BOCC) is seeking bids from qualified vendors to provide Jail and Detention Center Water Treatment and Maintenance on a monthly basis.

Services to be performed at the Nassau County Jail and Detention Center located at 76212 Nicholas Cuthina Drive, Yulee, FL, 32097

IMPORTANT NOTE: Due to the facility being a high security area, all technicians that will work in the facility must pass a background check and all tools need to be always secured and accounted for. The vendor will have to schedule all services two (2) weeks in advance with the Jail Facilities staff and. All work must be done in a clean and orderly fashion.

**A2.** Purpose:

Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.

Vendor shall also provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis, however quote should be for the full term bi-weekly

Due to the facility being a high security area, all technicians that will work in the facility must pass a background check and all tools need to be always secured and accounted for. The vendor will have to schedule all services two (2) weeks in advance with the Jail Facilities staff. All work must be done in a clean and orderly fashion.

Deliveries are to be made to 76212 Nicholas Cuthina Dr., Yulee, FL, 32097. Purchase Order will be for one (1) year from execution.

**A3.** Term of Contract:

The initial contract prices resulting from this solicitation shall prevail for a one (1) year period from the contract's initial effective date.

## SECTION B. INSTRUCTIONS TO BIDDERS

- B1.** Bidders are expected to carefully examine these solicitation forms, specifications, attached drawings (if any), and all instructions. Failure to do so will be at the Bidder's risk. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
- B2.** All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- B3.** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, and employees.
- B4.** Each Bidder shall furnish the information required on the Response Price Sheet and each accompanying sheet thereof, if applicable, on which she/he makes an entry. Offers submitted on



any other format may be disqualified.

- B5.** All bids must be submitted electronically via the County's electronic bidding platform (PlanetBids), accessible via the County's website.

It is the Bidder's responsibility to ensure that bids are received in the County's electronic bidding platform before the response due date and time. **The platform will not allow bids after the cut-off time EVEN IF YOU ARE IN THE PROCESS OF SUBMITTING YOUR RESPONSE WHEN THE CUT-OFF TIME ARRIVES.** Please plan your submittal timing accordingly. No mailed, facsimile, or emailed bids will be considered.

- B6.** Bids will be opened at the Office of the Clerk on the date and time specified on the cover page of this solicitation at the Robert M. Foster Justice Center, 76347 Veterans Way, Yulee, Florida. The public is invited to attend.

- B7.** The County reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes

- B8.** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS 119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids/proposals or final replies.

Please refer to Florida Statutes 119.071, 255.0518 and 286.0113 for further details.

- B9.** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. Bids may be withdrawn or modified at any time before the response due date during which the Bidder may withdraw their bid or make any needed modification(s) and resubmit without prejudice by utilizing the modification/withdrawal feature within the County's electronic bidding platform.

- B10.** Please check your pricing before submitting your bid, as no changes in pricing will be allowed after the bid opening. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended price and/or calculation errors.

- B11.** Be sure to sign your bid. Failure to include proper signatures on the required documents may result in a disqualification of that response. Signature should be by an authorized person that can legally bind the company to this engagement.

- B12.** Bidders are advised that the County will not accept limitations on liability from any vendor. The

successful Bidder(s) will be fully liable for all damages and events caused by them, without any limitations, and they shall waive any rights of subrogation as a part of any contract resulting from this solicitation and associated submittal. The County will pursue liable Bidders to the extent allowed by law for damages caused by them during the performance of a contract with the County. Any bid received that limits liability will be considered unresponsive and will not be accepted by the County.

**B13.** Bidder shall include in their bid package a copy of their current, valid insurance coverage certification that meets or exceeds the requirements of included with this solicitation.

**B14. Participation in E-Verify Required by Law:** Pursuant to Florida Statute 448.095, all vendors doing business with Nassau County are required to register with, and participate in, the federal government's E-Verify program ([www.e-verify.gov](http://www.e-verify.gov)). Bidders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095. By submitting a response to this solicitation, Bidder acknowledges and agrees that:

- (a) If the County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
- (b) If the County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- (c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
- (d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- (e) If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**B15. Response Check List:** Bidders are cautioned to please check their response very carefully, using the following check list of forms to be submitted:

- \_\_\_\_\_ Response cover page signed
- \_\_\_\_\_ Response Price Sheet
- \_\_\_\_\_ Addendum Acknowledgement
- \_\_\_\_\_ Public Entity Crimes Sworn Statement
- \_\_\_\_\_ Experience of Bidder
- \_\_\_\_\_ Drug Free Workplace
- \_\_\_\_\_ Current proof of insurance

**B17.** Bidders are required to refrain from contacting any County Departments, Divisions, or external agents or consultants about this solicitation during the solicitation process. **ANY QUESTIONS FROM VENDORS MUST BE RECEIVED VIA THE COUNTY'S VENDOR PORTAL.** Failure to comply with this requirement may result in disqualification of your bid and egregious

and/or repeated violations may result in debarment from future solicitations, contracts, or other business with the County.

Questions received will be formatted by Procurement and issued to all interested parties in the form of an addendum. Oral questions and/or answers are not authorized outside of a Pre-Bid Conference setting (if applicable), and **the County will not entertain any verbal communications regarding this or any other solicitation**. All questions regarding this solicitation must be received before 4:00 PM on June 27, 2022. Questions received after this date will not be reviewed.

Inquiries or requests for clarification must provide the questions along with the relevant Section(s), Subsection(s), Paragraph(s), and page number(s) of the competitive solicitation being questioned by the bidder.

The County will consider the Bidder's lack of inquiries or requests for clarification prior to the Deadline for Questions to constitute the Bidder's acceptance of all of the terms, conditions, and requirements as stated in this solicitation and any addenda or amendments thereto

- B18.** It will be the responsibility of the Bidder to visit the County's electronic bidding platform – prior to submitting a bid – to ascertain if any addenda have been issued and to review those addenda, if applicable. Bidders must complete and return the enclosed Addenda Acknowledgement Form with their bid. Failure to comply may result in disqualification of the bid.

## **SECTION C. GENERAL PROVISIONS**

- C1. Terms & Conditions:** Bidder proposes and agrees, if their bid is accepted, to enter into a contract with the Nassau County Board of County Commissioners, to perform and furnish all goods and services specified in the contract documents, consistent with this solicitation, for the agreed-upon price, within the agreed timeframe indicated in this solicitation, and in accordance with the other terms and conditions of the contract. The successful Bidder(s) shall execute and return to the County, within ten (10) days after receipt, all contractual documents, performance, and payment bonds (if applicable), insurance certificates, E-Verify documentation, and any other documents required by this solicitation. No Contract shall be considered binding upon the County until it has been properly executed by all parties.
- C2. Receiving/Payment/Invoicing:** The County shall pay all vendors within forty-five (45) calendar days of receipt of an invoice, in accordance with the Local Government Prompt Payment Act (Florida Statute 218.70). Payment shall not be made until goods/services have been received, inspected, and accepted by the County as to the quality and quantity ordered and received. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon, emailed to the County Department receiving the goods or services from the Vendor. Payment in advance of receipt of goods/services by the County will not be made.
- Invoice submitted shall be in sufficient detail as to item, service, quantity, and price in order for the County to verify compliance with the contract.
- C3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods/services meet solicitation and contract specifications and conditions. Should the goods/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes all necessary corrective action(s).
- C4. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales and Use Taxes. Vendors shall not include taxes in any response, invoice, or statement.

**C5. Independent Pricing:** By submitting a bid, the Bidder certifies that in connection with this solicitation:

(a) The prices in the bid have been arrived at independently, without consultation, communication, collusion, or agreement with any other offeror or competitor for the purpose of restricting competition, and

(b) No attempt has been made or will be made by the Bidder to influence any other person or firm to submit or not submit a bid for the purpose of restricting competition.

**C6. Conflict of Interest – Business Association:** All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the County or related to an officer or employee of the County. Further, all Bidders must disclose the name of any Nassau County officer or employee who has, either directly or indirectly, any interest of the Bidder's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the bid and/or cancellation of work without the County being in breach of contract. The County will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar any vendor who fails to disclose.

**C7. Conflict of Interest – Advisory Boards:** Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Bidder and must be filed prior to or at the time of submission of the response. A copy of the filed disclosure form shall be included as part of the bidder's response.

The advisory board member is required to, prior to or at the time of the submissions of the bid, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the bid.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Bidder.

**C8. Additional Terms and Conditions:** No additional terms and conditions included with the response shall be evaluated or considered. Any such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation and the response submitted. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation and contract documents are the only conditions applicable to this solicitation and the Bidder's authorized signature affixed to the response attests to this.

**C9. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 1, YULEE, FLORIDA 32097. To the extent that the selected vendor(s) provide(s)

goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Vendor(s) shall:

- (a) Keep and maintain public records required by the public agency to perform the service,
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law,
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. If a vendor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

**C10. Public Entity Crimes:** A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The enclosed sworn statement for Public Entity Crimes under Florida Statute 287.133(3)(a) must be submitted with the bid.

**C11. Debarred Vendors:** The County reserves the right to withhold award, rescind an award, or forego award to any Bidder who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a Bidder who has been barred from doing business with a public entity.

**C12. Equal Opportunity:** The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by veteran-, minority-, and woman-owned businesses. Such businesses are to be afforded a full opportunity to participate in any procurement by the County and will not be subject to discrimination on the basis of race, color, creed, religion, sex, gender, disability, political affiliation, or national origin.

The County is an equal opportunity/affirmative action employer. The County is committed to equal employment opportunities and expects firms that do business with the County to do the same.

#### **SECTION D. SPECIAL PROVISIONS**

- D1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate, discourage, impede, or otherwise prevent any vendor from submitting a bid.
- D2. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, servicing a minimum of three (3) commercial or public entity accounts equal in size and scope to this solicitation, and be properly licensed to do business in the State of Florida for no less than three (3) years.
- D3. Attachments/Exhibits:** All attachments and exhibits are made an essential part of this solicitation. If you choose not to respond to this solicitation, please complete and return the enclosed Statement of "No-Bid" prior to the bid opening.

#### **SECTION E. AWARD OR REJECTION OF BIDS**

- E1.** Award will be made to the most responsive/responsible vendor to the solicitation with the lowest cost that meets or exceeds the specifications. Please note that the County reserves the right to contract with multiple vendors via partial awards.
- E2.** The County reserves the right to reject any or all bids, with or without cause, without recourse, or to waive technicalities or to accept bids which, in its sole judgment, best serve the interests of the County. Response to this solicitation is considered an operational cost of the Bidder and shall not be passed on to or borne by the County. The County also reserves the right to reject the bid of a Bidder who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the County's sole discretion, in a position to perform the contract.
- E3.** Any cause including, but not limited to, the following may be considered as sufficient for the disqualification of a bidder and the rejection of its submittal:
- (a) Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names,
  - (b) Evidence of collusion among bidders, or previous participation in collusive bidding or proposing on work for the County,
  - (c) Any material misrepresentation,
  - (d) Uncompleted work for which the Bidder is committed by contract which, in the judgment of the County, might hinder or prevent the prompt completion of the work under this contract if awarded to bidder,
  - (e) Violations of the Cone of Silence as provided for herein,
  - (f) Actual or potential conflict of interest as provided for in Section 112.313(3), Florida Statutes, or
  - (g) Conviction for a public entity crime as provided for in Section 287.133, Florida Statutes.
- E4.** The County will provide a contract for the successful Bidder's execution.
- E5.** The award of a contract does not constitute an order, nor a Notice to Proceed. Before any services

can be performed, the successful Bidder must receive written authorization from the County.

- E6.** Award will be made without further negotiation based upon competitive bids; therefore only “best and final pricing” should be submitted in response to this solicitation.

#### **SECTION F. SCOPE OF SERVICES**

Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.

Vendor shall also provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis, however quote should be for the full term bi-weekly

Due to the facility being a high security area, all technicians that will work in the facility must pass a background check and all tools need to be always secured and accounted for. The vendor will have to schedule all services two (2) weeks in advance with the Jail Facilities staff. All work must be done in a clean and orderly fashion.

Deliveries are to be made to 76212 Nicholas Cuthina Dr., Yulee, FL, 32097.

##### Monthly service will include the following:

- Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.

##### Bi-Weekly service will include the following:

- Vendor shall provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis; however, bid should be for the full term bi-weekly.

**ATTACHMENT "A"**  
**SPECIFIC TERMS AND CONDITIONS**

1. **Fund Availability.** Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Nassau County abides by the provision set forth in Florida Statutes relative to appropriation of Funds.
2. **Prompt Payment Act.** Payments will be made within forty-five (45) days from receipt of the invoice, pursuant to Florida's Prompt Payment Act, Florida Statute 218.70.
3. **Governing Laws/Venue:** Any contractual arrangement between Nassau County and the proposer shall be consistent with, and be governed by, the ordinances of Nassau County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Nassau County, Florida.
4. **Conflict of Interest.** All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Nassau County. Further, all proposers must disclose the name of any Nassau County officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.
5. **Public Entities Crimes.** A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposalson leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transactbusiness with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, proposer certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes. "Public Entity Crimes Sworn Statement, Attachment "E", mustbe submitted with your bid.

**Retention of Records.** All records in any manner whatsoever assigned to the project, or any designated portions thereof, which are in the possession of the proposing firm or proposing firm's sub-consultants, shall be made available, upon request by the County, for inspection and copying upon written request of the County. Additionally, said records shall be made available, upon request by the County to any state, federal or other regulatory authorities and any such authority may review. Said records include, but are not limited to, all submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings which document the project. Said records expressly include those documents reflecting the time expended by the proposing firm and its personnel in performing the obligations of this Contract and the record of expenses incurred by the proposing firm in its performance under said contract. The selected firm shall maintain and protect those records for no less than five (5) years after finalcompletion of the Contract, or for any longer period of time as may be required by applicable law.

6. **Access and Audits.** The selected Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of the agreement. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days written notice.



7. The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by the County in order to perform the service.
  - b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
  - d. Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If a Contractor does not comply with a public records request, the County shall enforce the contract provision in accordance with the contract.

[Remainder of the page is intentionally blank.]

**ATTACHMENT "B"**  
**ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.  <b>SOLICITATION NUMBER: NC22-010-ITB</b>	Addendum # _____ through # _____  Date:
Signature of Person Completing:	
Printed Name:	Title:

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT "C"**  
**STATEMENT OF "NO BID"**

If you do not intend to respond to this solicitation, please help us improve future solicitations by completing and returning this form prior to the date shown for receipt of bids to the Nassau County Board of County Commissioners, c/o Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097 or by uploading to PlanetBids.

We have declined to respond for the following reason(s):

- \_\_\_\_\_ Specifications are too restrictive (please explain below)
- \_\_\_\_\_ Insufficient time to respond to the solicitation
- \_\_\_\_\_ We do not offer this product/service or equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (please explain below)
- \_\_\_\_\_ Other (please specify below)

Remarks: \_\_\_\_\_

\_\_\_\_\_

We understand that if the "No Bid" letter is not executed and returned; our name may be deleted from the list of qualified vendors for Nassau County Board of County Commissioners for future projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

**ATTACHMENT "D"**  
**CONFLICT OF INTEREST STATEMENT**

STATE OF \_\_\_\_\_) COUNTY OF  
\_\_\_\_\_)

Before me the undersigned authority personally appeared \_\_\_\_\_, who was duly sworn, deposes and states:

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon his full knowledge.
- C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a bid for the work contemplated hereby.
- D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any Contract, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- E. Neither the entity nor its affiliates nor anyone associated with them is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- F. Neither the entity nor its affiliates nor anyone associated with them have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Division, Department or Office.
- H. I certify that no member of the entity's ownership or management is presently applying, actively seeking or has been selected for an elected position within Nassau County government.
- I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

>>> Failure to submit this form may disqualify your bid. <<<

**ATTACHMENT "E"**  
**PUBLIC ENTITY CRIMES**

**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a)**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response or Contract for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
  - c)
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT "F"**  
**E-VERIFY AFFIDAVIT**



**ATTACHMENT "G"**  
**DRUG FREE WORKPLACE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_

\_\_\_\_\_ (print or type name of firm):

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace named above and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The preceding was sworn to (or affirmed) and subscribed before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_\_ personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT "H"  
INSURANCE**

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented, or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

**ATTACHMENT "I"**  
**EXPERIENCE OF BIDDER**

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

**1. FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name of primary contact responsible for work performance: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**2. INSURANCE:**  
Surety Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ \_\_\_\_\_

**3. EXPERIENCE:**  
Years in business: \_\_\_\_\_  
Years in business under this name: \_\_\_\_\_  
Years performing this type of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Percentage (%) of work usually self-performed: \_\_\_\_\_  
Name of sub vendors you may use: \_\_\_\_\_  
Has your firm: Failed to complete a contract: \_\_\_ Yes \_\_\_ No  
Been involved in bankruptcy or reorganization: \_\_\_ Yes \_\_\_ No  
Pending judgment claims or suits against firm: \_\_\_ Yes \_\_\_ No

**4. PERSONNEL**  
How many employees does your company employ:  
Management \_\_\_\_\_ Full time \_\_\_\_\_ Part time

Site/Crew Supervisors  Full time  Part time Workers/Laborers  Full time  Part time Clerical  Full time  Part time  
Other  Full time  Part time

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**ATTACHMENT "J"  
RESPONSE PRICE SHEET**

<p><b><u>Monthly Service</u></b> will include the following:</p> <ul style="list-style-type: none"><li>• Vendor is to perform a monthly test of water hardness, check for proper functionality of injection pump, levels of NSF approved product (polyphosphate) and monitor proper operation of water softener system.</li></ul> <p style="text-align: right;"><b>TOTAL \$ _____</b></p>
<p><b><u>Bi-Weekly Service</u></b> will include the following:</p> <ul style="list-style-type: none"><li>• Vendor shall provide one (1) pallet of 80lbs bags (or equivalent) of salt, to be delivered to the facility location by truck with a lift gate on a bi-weekly basis. The vendor will need a truck with a lift gate for the delivery of the pallet of salt. Salt will be ordered on an as needed basis; however, quote should be for the full term bi-weekly.</li></ul> <p style="text-align: right;"><b>TOTAL \$ _____</b></p>

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Above name printed or typed)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_